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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO COURTHOUSE

ADOBE SYSTEMS INCORPORATED, a
Delaware Corporation,

Plaintiff,

v.

A & S ELECTRONICS, INC., a California
Corporation d/b/a TRUSTPRICE; SPOT.ME
PRODUCTS LLC, a Nevada Limited Liability
Company; ALAN Z. LIN, an Individual;
BUDGET COMPUTER, a business entity of
unknown status; COMPUTECHSALE, LLC, a
New Jersey Limited Liability Company;
EXPRESSCOMM INTERNATIONAL INC., a
California Corporation; FAIRTRADE
CORPORATION, a business entity of unknown
status; FCO ELECTRONICS, a business entity
of unknown status; ITR CONSULTING
GROUP, LLC, a Texas Limited Liability
Company; RELIABLE BUSINESS PARTNER,
INC., a New York Corporation; LESTER
WIEGERS, an individual doing business as
ULTRAELECTRONICS; and DOES 1-10,
Inclusive,

Defendants.

Case No.: 3:16-cv-04144-JST

[PROPOSED]
PERMANENT INJUNCTION
AGAINST DEFENDANT FCO
ELECTRONICS, AND
DISMISSAL OF DEFENDANT FCO
ELECTRONICS

Honorable Jon S. Tigar

1 The Court, pursuant to the Stipulation for Entry of Permanent Injunction & Dismissal
 2 (“Stipulation”), between Plaintiff Adobe Systems Incorporated (“Plaintiff”), on the one hand,
 3 and Defendant FCO Electronics (“FCO”), on the other hand, hereby ORDERS, ADJUDICATES
 4 and DECREES that a permanent injunction shall be and hereby is entered against FCO as
 5 follows:

6 1. **PERMANENT INJUNCTION.** FCO and any person or entity acting in concert
 7 with, or at its direction, including any and all agents, servants, employees, partners, assignees,
 8 distributors, suppliers, resellers and any others over which it may exercise control, are hereby
 9 restrained and enjoined, pursuant to 15 *United States Code* (“U.S.C.”) §1116(a) and 17 U.S.C.
 10 §502, from engaging in, directly or indirectly, or authorizing or assisting any third party to
 11 engage in, any of the following activities in the United States and throughout the world:

12 a. importing, exporting, marketing, selling, offering for sale, distributing or
 13 dealing in any product or service that uses, or otherwise making any use of, any of Plaintiff’s
 14 trademarks (a list of which is attached hereto as **Exhibit A**) and copyrights (a list of which is
 15 attached hereto as **Exhibit B**) (hereinafter “Plaintiff’s Trademarks and Copyrights”), and/or any
 16 intellectual property that is confusingly or substantially similar to, or that constitutes a colorable
 17 imitation of, any of Plaintiff’s Trademarks and Copyrights, whether such use is as, on, in or in
 18 connection with any trademark, service mark, trade name, logo, design, Internet use, website,
 19 domain name, metatags, advertising, promotions, solicitations, commercial exploitation,
 20 television, web-based or any other program, or any product or service, or otherwise;

21 b. copying or downloading, other than for personal or business use of a
 22 validly licensed and registered software, of any software containing Plaintiff’s Trademarks and
 23 Copyrights, including but not limited to ADOBE®, CREATIVE SUITE® and ACROBAT®
 24 marks and works, and/or any intellectual property that is confusingly or substantially similar to,
 25 or that constitutes a colorable imitation of, any of Plaintiff’s Trademarks and Copyrights;

26 c. importing, exporting, marketing, selling, offering for sale, distributing or
 27 dealing in any ADOBE®’s original equipment manufacture (“OEM”), international, and
 28 education or academic version products;

1 d. importing, exporting, marketing, purchasing, downloading, selling,
2 offering for sale, distributing or dealing in any product or service that uses, or otherwise making
3 any use of any of Plaintiff ADOBE®'s serial activation keys or numbers, other than for personal
4 or business use;

5 e. importing, exporting, marketing, purchasing, downloading, selling,
6 offering for sale, distributing or dealing in any product or service that uses, or otherwise making
7 any use of any of Plaintiff ADOBE®'s products that are intended to be sold only outside of the
8 United States of America;

9 f. registering any Internet domain name or website that includes any of
10 Plaintiff's Trademarks and Copyrights, including but not limited to the ADOBE®, CREATIVE
11 SUITE®, and ACROBAT® marks and works; and

12 g. performing or allowing others employed by or representing him, or under
13 his control, to perform any act or thing which is likely to injure Plaintiff, any of Plaintiff's
14 Trademarks and Copyrights, including but not limited to ADOBE®, CREATIVE SUITE® and
15 ACROBAT® marks and works, and/or Plaintiff's business reputation or goodwill, including
16 making disparaging, negative, or critical comments regarding Plaintiff or its products.

17 2. FCO is ordered to deliver immediately to Adobe for destruction all ADOBE®
18 software products, serial activation keys, and related products in its possession, and any labels,
19 signs, prints, packages, wrappers, receptacles and advertisements relating thereto in its
20 possession or under its control bearing any of Plaintiff's intellectual property or any simulation,
21 reproduction, counterfeit, copy or colorable imitations thereof, to the extent that any of these
22 items are in FCO's possession, other than such products that are for personal or business use and
23 validly licensed and registered.

24 3. This Permanent Injunction shall be deemed to have been served upon FCO at the
25 time of its execution by the Court, and solely FCO shall be dismissed upon entry of this
26 Permanent Injunction.


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5. **NO APPEALS AND CONTINUING JURISDICTION.** No appeals shall be taken from this Permanent Injunction, and the parties waive all rights to an appeal thereof. This Court expressly retains jurisdiction over this matter to enforce any violation of the terms of this Permanent Injunction.

7. **DISMISSAL.** The Court hereby dismisses solely FCO from this action, with prejudice, upon entry of this Permanent Injunction against FCO.

IT IS SO ORDERED, ADJUDICATED and DECREED this 21 day of
November, 2016.


HONORABLE JON S. TIGAR
United States District Judge
Northern District of California
San Francisco Courthouse